

referenced incidents. To the extent a response is required to the legal conclusions set forth in Paragraph 1 of the Counterclaim, United denies the allegations set forth therein.

2. United denies the allegations set forth in Paragraph 2 of the Counterclaim. The Hospital Defendants are not parties to or mentioned in the written contract entered into by Lux and therefore it is denied that Lux agreed to procure additional insured status for the Hospital Defendants.
3. United denies the allegations set forth in Paragraph 3 of the Counterclaim and respectfully refers the Court to the policy referenced therein for a full and accurate statement of its contents.
4. Paragraph 4 of the Counterclaim is a legal conclusion to which no response is required. To the extent a response is required, United hereby denies the allegations set forth therein. Because the Hospital Defendants are not parties to or mentioned in the written contract entered into by Lux, they do not qualify as additional insureds under the referenced policy of insurance.
5. United denies the allegations set forth in Paragraph 5 of the Counterclaim.

AS AND FOR A SECOND COUNTERCLAIM

6. United denies the allegations contained in Paragraph 6 of the Counterclaim (erroneously labeled as Paragraph 1 of the Hospital Defendants' Second Counterclaim).

WHEREFORE, by reason of the foregoing, United requests that this Court dismiss the Counterclaims in their entirety and with prejudice, and requests such other and further relief as this Court may deem proper.

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